EASEMENT FOR USE OF

COUNTY ROAD RIGHT-OF-WAY

(hereinafte	er "E	asement Tenant".)	Company Name
Name:		Address:	City:
Landline: _		Mobil:	Email:
		RECITALS:	
WI	HER	EAS, Easement Tenant, operates a Concentr	ated Animal Feeding Operation, located in
Section		, Township, Range	, Brookings County,
South Dake	ota;	and	
WI	HER	EAS, as part of its manure disposal system, E	asement Tenant uses hoses or pipe to
transport r	nan	ure to other locations for purposes of treatn	nent or disposal; and
of-way and	d un		of its manure hoses or pipes across the right- ad at the location as e incorporated herein; and
		EAS, County is willing to grant to Easement 1 n purposes on the terms and conditions as h	Tenant an Easement for the use of such rightereafter set forth.
TH follows:	ERE	FORE, in consideration of the mutual agreen	nents herein set forth, the Parties agree as
1.	Co ho a. b. c.	unty Road right-of-way for see or pipe at the location identified in Exhibition. The exact location and manner of placing to be as approved by the Brookings County Horostopher The culvert shall be a minimum size of the culvert shall be (bored under) (it "A" under the following conditions: the culvert for such manure hose or pipe shall ighway Superintendent;;
	e.		be placed so as to prevent the manure from shall be sloped so that the manure will flow
	f.	The Easement Tenant shall at all times at it hose of pipe and culvert so as to prevent le	eaks;
	σ.	The Easement Tenant or agent acting on b	ehalf of the Easement Tenant shall inspect the

manure hoses or pipes and culvert on a daily basis while land application of wastewater or manure is occurring. This inspection is to ensure that he manure hoses or pipes are

not leaking and runoff from the land application site and irrigation system is not

occurring. If a discharge or leaks are found where process wastewater or manure is reaching any surface waters of the state or flowing onto property not owned by the Easement Tenant or not included in the nutrient management plan, the Easement Tenant is responsible for taking immediate steps to stop the discharge or leaks and to immediately report such discharge to the County. The Easement Tenant shall maintain documentation of these inspections consistent with the requirements of the Department of Environment and Natural Resources, which documentation shall be available for inspection by County upon County's request.

- h. The Easement Tenant shall at its sole cost restore the road right-of-way and road surface to its condition prior to the installation to the satisfaction of the Brookings County Highway Superintendent; and
- i. In the event the road right-of-way or road surface at any time thereafter collapses or deteriorates as a result of such culvert installation, Easement Tenant shall at its sole cost restore such road right-of-way or road surface.
- j. In the event County determines it to be necessary to grade or otherwise improve such County Road which grading or improvement requires the temporary or permanent removal and/or relocation of such manure hose or pipe and culvert, Tenant shall promptly upon notice from County remove and/or relocate such manure hose or pipe and culvert as per the request of County at tenant's sole expense.
- 2. This easement shall be personal to Easement Tenant. In the event Easement Tenant sells the Concentrated Animal Feeding Operation which benefits from this easement, then this easement and all rights thereunder shall cease and Easement Tenant at its sole expense shall remove the manure hose or pipe and restore the road right-of-way to the satisfaction of the County Highway Superintendent, unless a new easement is entered with the purchaser of such operation,
- 3. In the event at any time Easement Tenant fails to perform any of the obligations under #1 above, including the obligation to properly maintain the manure hose or pipe, then and in such event County may terminate this easement and Easement Tenant shall remove such manure hose or pipe and restore the road right-of-way. In the event Easement Tenant, upon demand of County, fails to remove such manure hose or pipe and restore the road right-of-way, County may do so and shall be entitled to recover from Easement Tenant all costs for such removal and restoration.
- 4. In the event of a leak or spill of manure from the manure hose or pipe, Easement Tenant shall promptly clean up such leak or spill and shall be solely responsible for and shall pay all costs involved in such cleanups.
- 5. In the event a civil lawsuit arising from the acts or omissions of the Easement Tenant, its officers, employees, agents, and representatives in the placing or maintain of such manure hose or pipe; and culvert under this Agreement or arising in any manner regarding the operation of the Concentrated Animal Feeding Operation of Easement Tenant, the Easement Tenant shall defend, indemnify, and hold harmless the County, its officers, employees, agents, and representatives from and against any and all liability, claims, damages, actions, judgment, losses, costs, and expenses, including costs of litigation and attorney's fees, whether at low, in equity before an administrative agency or otherwise.

- 6. Easement Tenant shall provide and all times maintain General Liability insurance in the amount of at least \$100,000.00, with an Environmental Protection Insurance rider in the amount of at least \$100,000.00; to clean up; any spills or environmental damages which might occur as a result of the operation of the Concentrated Animal Feeding Operation. Such insurance shall name County as an additional insured with regard to Tenant's use of the Easement
- 7. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understanding, agreements, promises, or other undertakings by and among the parties. This agreement may not be modified or amended, nor any right thereunder waived, other than by a written document signed by all parties.
- 8. This agreement shall be governed by, interpreted and construed in accordance with the laws of South Dakota. The venue of any suit or arbitration arising under this Agreement shall be in Brookings, Brookings County, South Dakota.
- 9. Nothing herein shall be construed to constitute or establish any type of joint venture, partnership, or any other type of legal relationship between the parties relating to such manure pipe and culvert.

Initial Approval (Brookings County Highway Su	perintendent Date	
Dated this day of	20	
BROOKINGS COUNTY, SOUTH DAKOTA EASEM A Governmental Corporation	ENT TENANT	
By:Chairperson	By:	
Brookings County Board Of County Commissioners	lts:	
ATTEST:		
Brookings County Auditor		
STATE OF SOUTH DAKOTA)		
COUNTY OF BROOKINGS)	(Corporate Seal)	
On this the day of, the under		

to me or satisfactorily proven to be the person described in the foregoing instrument and acknowledge that he executed the same for the purposed therein stated and for the purposes therein contained and that such governmental corporation executed the same.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

	D, before me, r, personally appeared ings, State of South Dakota, knowr the foregoing instrument and herein stated and for the purposes
On this the day of, 2000 the County of Brook of the County of Brook of the County of Brook of the One or satisfactorily proven to be the person described in cknowledge that he executed the same for the purposed the therein contained and that such governmental corporation IN WITNESS WHEREOF I hereunto set my hand and No	r, personally appeared ings, State of South Dakota, know the foregoing instrument and herein stated and for the purposes
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	official seal.
Лу commission expires:	tary Public – South Dakota
AY DEPARTMENT USE ONLY: ENTS:	